

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
BROWNSVILLE DIVISION

HECTOR CANTU,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	Case No. 1:14-cv-00071
	§	
DIABETESHELPNOW.COM. LLC a/k/a	§	
WELCO, LLC d/b/a WELCO HEALTH,	§	
	§	
<i>Defendant.</i>	§	

**DEFENDANT WELCO’S ANSWER AND AFFIRMATIVE DEFENSES TO  
PLAINTIFF HECTOR CANTU’S COMPLAINT**

Defendant Welco, LLC d/b/a Welco Health (“Welco”) answers plaintiff Hector Cantu’s complaint as follows, and denies all allegations unless expressly admitted below:

1. Deny, except that Welco admits only that plaintiff filed this lawsuit in which he makes the allegations set forth in his complaint filed at ECF No. 1. Welco denies all allegations of wrongdoing, and denies that plaintiff is entitled to any of the relief requested in the complaint.

2. Welco lacks knowledge or information sufficient to form a belief as to the truth of the allegation relating to plaintiff’s residence and therefore denies it. Welco denies the remaining allegations, except that Welco states that it does not currently contest venue.

1.[sic] Welco lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

2.[sic] Deny, except that Welco admits that it is a Florida limited liability company and does business as Welco Health. Welco denies having an address of 902 Clint Moore Road, Suite 100, Boca Raton, Florida 33487 or that it is also known as DiabetesHelpNow.com, LLC.

3. Deny.

4. Deny.

5. Welco admits that plaintiff never provided his cellular telephone number to Welco and states that Welco never called or transacted any business with plaintiff.

6. Welco lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

7. Deny.

8. Welco lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

9. Deny.

10. Deny.

11. Welco incorporates herein by reference its responses to paragraphs 1 through 10 of the complaint.

12. Deny.

13. Welco admits that plaintiff did not consent to be called by Welco and states that Welco never called plaintiff.

14. Welco lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

15. Deny.

16. Deny.

17. Deny.

\*\*.

In response to plaintiff's unnumbered paragraph stating "WHEREFORE, Plaintiff prays that judgment be entered against Defendant:" Welco denies that plaintiff is entitled to any of the relief he seeks from Welco.

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In response to plaintiff's unnumbered paragraph entitled "Trial By Jury Demanded On All Counts," Welco states that no answer to this paragraph is required.

#### AFFIRMATIVE DEFENSES

Welco asserts the following defenses, each as separate and distinct defenses to plaintiff's complaint. Insofar as any of the following expresses denial of an element of any claim alleged against Welco, such expression does not indicate that plaintiff is relieved of its burden to prove each and every element of any such claim or that Welco has assumed any burden of proof.

1. Plaintiff lacks standing.

2. Plaintiff's claims are barred by the doctrine of waiver.

3. Plaintiff's claims are barred by the doctrine of estoppel.

Welco hereby gives notice that it intends to rely upon such other and further defenses as may become available or apparent during, for example, pre-trial proceedings in this case, and hereby reserves the right to amend this answer and offer or assert additional defenses that cannot now be articulated because, among other reasons, Welco has not completed discovery.

PRAYER FOR RELIEF

WHEREFORE, Welco, LLC d/b/a Welco Health prays as follows:

- A. That judgment be rendered in favor of Welco, LLC d/b/a Welco Health with respect to all counts and causes of action set forth in plaintiff's complaint;
- B. That plaintiff's complaint be dismissed in its entirety with prejudice;
- C. That plaintiff take nothing by reason of its complaint;
- D. That Welco, LLC d/b/a Welco Health be awarded its costs of suit incurred in defense of this action; and
- E. For such other relief in Welco, LLC d/b/a Welco Health's favor as the Court deems just and proper.

Dated: June 9, 2014.

Respectfully submitted,

s/ David A. Walton

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**CERTIFICATE OF SERVICE**

Under Federal Rule of Civil Procedure 5(b), I hereby certify that on June 9, 2014, *Defendant Welco's Answer and Affirmative Defenses to Plaintiff's Complaint* was served on the following counsel of record via the court's Notice of Electronic Filing or fax:

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s/ David A. Walton

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